

### **Remarks**

In response to the Office Action mailed on December 7, 2007, the Applicants respectfully request reconsideration in view of the following remarks. In the present application, claims 1, 11, and 22 have been amended. Claims 8 and 17 have been cancelled without prejudice or disclaimer.

### **Claim Rejections - 35 U.S.C. §103**

Claims 1-6, 8, 10-17, and 20-24 are pending in the application. The pending claims are rejected under 35 U.S.C. § 103(a) as being unpatentable over Gabbita et al. (US 6,349,238, hereinafter “*Gabbita*”) in view of Brown et al. (US 6,115,642, hereinafter “*Brown*”) and Official Notice. To the extent the rejection of these claims has not been rendered moot by cancellation of claims, the rejection is respectfully traversed.

Amended independent claim 1 specifies an appointment setting system for assigning a service order to a network resource. The system includes an appointment negotiator operative to receive a service order from a customer with a requested appointment time and deliver an appointment confirmation or an appointment rejection to the customer. The system also includes an appointment control system operative to receive updated availability and capacity information associated with the network resource; determine whether the network resource can fulfill the service order based on the updated availability and capacity information; and assign a requested appointment associated with the service order to the network resource and send an appointment confirmation to the appointment negotiator, in response to a determination that the network resource can fulfill the service order. The appointment control system is also operative to automatically reassign the requested appointment associated with the service order to the other network resource in order to fulfill the requested appointment at the alternative appointment time, in response to notifying the appointment negotiator to reschedule the service order and the appointment negotiator contacting the customer. The amendments are supported by the Specification (e.g., page 4, line 21 through page 5, line 3).

*Gabbita* discusses a system and method for managing the workflow associated with processing Service Orders for a telecommunications company (*Gabbita*: Column 1, lines 52-54). Whenever a Service Order is received, the system selects an appropriate Work Plan to process an order based on information contained within the Service Order itself (*Gabbita*: Column 2, lines 29-33). Each workflow step is assigned a Resource and is scheduled for completion (*Gabbita*: Column 2, lines 33-34). The workflow steps are then placed within in-boxes associated with the assigned Resource (*Gabbita*: Column 2, lines 34-35). *Gabbita* also discusses notifying resources about scheduled workflow activities and authorized users being able to reassign Work Steps to a different individual human Resource or a different organizational group Resource (*Gabbita*: Column 11, lines 35-43 and Column 18, lines 51-53).

As partially admitted by the Office Action, *Gabbita* fails to teach automatically reassigning appointments associated with service orders to another network resource in order to fulfill an appointment. *Gabbita* further fails to teach or suggest receiving updated availability and capacity information associated with the network resource and determining whether the network resource can fulfill the service order based on the updated availability and capacity information. Neither does *Gabbita* disclose automatically reassigning the requested appointment associated with the service order to the other network resource in order to fulfill the requested appointment at the alternative appointment time, in response to notifying the appointment negotiator to reschedule the service order and the appointment negotiator contacting the customer.

*Brown*, relied upon in the Office Action for allegedly curing the deficiencies of *Gabbita*, discloses synchronizing fabrication schedules and supplier schedules (*Brown*: Column 2, lines 4-6). *Brown* also discusses that when a change in at least one of the sequential work stages is obtained from the fabricator or from the selected one of the suppliers, the restrictive links are automatically modified in response to the obtained change (*Brown*: Column 2, lines 20-23). According to *Brown*, the modified fabrication schedule and/or the modified supplier schedule is communicated to the fabricator data processing system or to the supplier data processing system and if a supplier is not able to

supply a particular work stage, a second supplier may be automatically selected (*Brown*: Column 2 lines 23-26 and Column 2, lines 28-30).

*Brown*, however, also fails to teach, disclose, or suggest receiving updated availability and capacity information associated with the network resource and determining whether the network resource can fulfill the service order based on the updated availability and capacity information. *Brown* further fails to disclose automatically reassigning the requested appointment associated with the service order to the another network resource in order to fulfill the requested appointment at the alternative appointment time, in response to notifying the appointment negotiator to reschedule the service order and the appointment negotiator contacting the customer. *Brown* also does not teach or suggest in response to a determination that the other qualified network resource is not available to fulfill the service order at the requested appointment time, wherein contacting the customer to reschedule the service order at an alternative appointment time.

The Office Action also alleges that Official Notice is taken that it is well known for a rescheduling process to use an appointment negotiator to reschedule a new service time when the originally scheduled service order cannot be fulfilled. The Examiner is requested to provide a basis for the Official Notice. Even if a basis can be provided, the above discussed elements are still not rendered obvious by the combination of the cited references and the Official Notice.

Thus, *Gabbita*, *Brown*, and Official Notice, individually and in combination, fail to teach, disclose, or suggest several features specified in amended claim 1. Therefore, amended claim 1 is allowable and the rejection of this claim should be withdrawn. Claims 2-6, 10, and 23 depend from amended claim 1, and are thus allowable for at least the same reasons as well as their own additional features. Therefore, the rejection of these claims should also be withdrawn. Claim 8 has been cancelled without disclaimer or prejudice.

Amended independent claim 11 recites a method for setting an appointment that includes operations similar to the tasks performed by the appointment negotiator of

claim 1 with additional features such as the dispatch database being configured to maintain real time availability and capacity information associated with a plurality of network resources. Therefore, amended claim 11 is also in condition for allowance for at least the same reasons discussed above in conjunction with claim 1. Claims 12-16, 20, 21, and 24 depend from amended claim 11 with additional features and are allowable for at least the same reasons and by virtue of their own additional features. Claim 17 has been cancelled without prejudice or disclaimer.

Amended independent claim 22 recites a method for setting an appointment that includes operations similar to the tasks performed by the appointment negotiator of claim 1 and to the elements of the method of claim 11 with additional features. Therefore, amended claim 22 is also in condition for allowance for at least the same reasons discussed above in conjunction with claim 1.

### **Conclusion**

In view of the foregoing amendments and remarks, this application is now in condition for allowance. A notice to this effect is respectfully requested. If the Examiner believes, after this amendment, that the application is not in condition for allowance, the Examiner is invited to call the Applicants' attorney at the number listed below.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 13-2725.

Respectfully submitted,

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